

**AGREEMENT**

**BETWEEN**

**THE**

**TOWN OF NATICK, MASSACHUSETTS**

**AND**

**MASSACHUSETTS LABORERS' DISTRICT**

**COUNCIL**

**IN BEHALF OF**

**PUBLIC EMPLOYEES LOCAL UNION 1116**

**THE LABORERS' INTERNATIONAL**

**UNION OF NORTH AMERICA**

Covering certain employees of  
the Public Works Department

**JULY 1, 2012 TO JUNE 30, 2015**

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## AGREEMENT

AGREEMENT effective July 1, 2012 to June 30, 2015, between the Town of Natick, Massachusetts (hereinafter referred to as the Town) and the Massachusetts Laborers' District Council in behalf of Public Employees Local 1116, Laborers' International Union of North America (hereinafter referred to as the Union).

### ARTICLE I

#### Section 1. Recognition

The Town of Natick hereby recognizes the Union as the exclusive bargaining representative of the following described employees:

- (a) All employees of the highway, administrative, water and sewer; equipment maintenance, engineering, sanitation, sanitary landfill, and land facilities and natural resources divisions of the Town's Public Works Department, but excluding the Director, Town Engineer, Division Supervisors, Civil Engineer, seasonal employees, all office clerical employees and all others not herein described.

#### Section 2. Participation in Union

The Town will advise the Union, in writing, of the name, address, classification and department of each new employee. The Town recognizes the right of any employee to become a member of the Union, and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union.

#### Section 3. Non-Discrimination

Neither the Town nor the Union will discriminate against any employee covered by this Agreement or applicant for employment because of race, color, creed, sex or national origin.

### ARTICLE II - EMPLOYEES RIGHTS AND OBLIGATIONS

#### Section 1.

Employees covered by this Agreement shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity, to hold office in and participate in the management of the Union, to act in the capacity of the Union representative, and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; except that no official of the Town of Natick shall participate in the management of the Union or act as its representative if such activities would be incompatible with his official duties.

#### Section 2.

In the exercise of these rights, all employees covered by this Agreement shall be free from any and all interference, restraint and coercion, and such employees shall be protected against any discrimination in regard to tenure promotion or other conditions of employment.

#### Section 3.

Any of the benefits or privileges presently enjoyed by employees in the unit will not be unilaterally impaired.

### ARTICLE III - RIGHTS OF MANAGEMENT

#### Section 1.

It is agreed that management officials of the Town of Natick retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the Public Works Department, and to

suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, including subcontracting, if deemed necessary, and to take whatever action may be necessary to carry out the mission of the applicable Departments in situations of emergency, provided that such rights shall not be exercised in violation of other sections of this Agreement.

**Section 2.**

The Town of Natick and its management officials have the right to promulgate reasonable rules and regulations pertaining to employees covered by this Agreement, so long as such rules and regulations do not conflict with any term or condition of this Agreement. The parties agree that prior to the promulgation of such rules and regulations (which take place after execution date of this Agreement), the town or its appropriate officials will consult with and discuss such rule or regulation with the Union.

**Section 3.**

The Town, through the respective Department Head involved, shall provide adequate safety precautions consisting of, as required, special vests, signs, and/or flag signalmen, consistent with the degree of hazard involved.

**Section 4. "Safety Committee"**

By mutual agreement of the parties, there shall be a joint "Safety Committee" to consist of designated union leadership plus two division members appointed by a meeting of the membership and the Director of Public Works and designees of the Town Administrator; who shall meet quarterly for the purpose of discussing policies, procedures, practices and operations vital to the efficient and safe operation of the Department of Public Works. The Town and the Union shall create a procedure to update the license, certification requirements and stipends for the department.

**ARTICLE IV - UNION ACTIVITIES**

**Section 1.**

Insofar as requirements of the Public Works Department allow as determined by the Director of Public Works or his or her designee, up to two Union officers and/or stewards will be excused from duty, with pay, for up to three days per year, when required to conduct Union Business other than joint meetings with management. Union officers and/or stewards shall be excused from their normal tour of duty in periods of half days or whole days unless the Director of Public Works determines that a part of such periods can be used for productive work of their employing unit. In addition, the Union President and/or other Union officers may be excused from duty for reasonable periods of time, upon approval of the Director of Public Works or his or her designee, without loss of pay when required to conduct Union business, other than joint meetings with management.

Such officers and/or stewards shall give reasonable advance notice of their intent to engage in such business to their division supervisor so that the work may be arranged accordingly.

**Section 2.**

There shall be no deduction of pay from grievant and/or Union Officers or Stewards when engaged in joint meetings with management during working hours concerning grievance matters and the interpretation or application of the provisions of this Collective Bargaining Agreement.

**Section 3.**

No union activities, including the solicitation of membership or the collection of dues, will be carried on during working hours which will interfere with the normal operations of the Public Works Department.

**Section 4.**

The union shall furnish the Board of Selectmen, Town Administrator and Director of Public Works with a written list of its Local Officers and Shop Stewards, and shall, as soon as possible, notify said appropriate Town Officials in writing of any changes therein. Only those officers and stewards shall be recognized by the Town for purposes of joint meeting, except that at the Union's discretion, the Union may be represented by an International Officer and/or counsel.

**ARTICLE V - AGENCY FEE**

- A. Pursuant to General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the ninety-first (91st) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to Massachusetts Laborers' District Council, Local Union 1116, an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted on a monthly basis, shall not exceed 90% of the sum set from time to time by Massachusetts Laborers' District Council, Local Union 1116 as dues, and shall be used solely for the purposes of paying the expenses of collective bargaining.
- B. Massachusetts Laborers' District Council, Local Union 1116 agrees to indemnify, defend and hold harmless the Town for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored as long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the agency fee is "proportionately commensurate" with the cost of collective bargaining and contract administration.

**ARTICLE VI - GRIEVANCE, ARBITRATION PROCEDURE**

**Section 1.**

The term grievance shall include only those claims which allege a specific and direct violation of the express language of a specific provision of this Agreement.

**Section 2.**

Nothing in this Agreement shall be interpreted to require the Union to process an employee's grievance if it considers it to be invalid or without merit.

**Section 3.**

Step 1 - Informal oral step with immediate supervisor.

Step 2 - Within ten (10) calendar days of the occurrence or lack of the occurrence of the events upon which the grievance is based, an employee may file a written grievance with his division supervisor. The written grievance shall contain a statement of the facts upon which the grievance is based, including names, dates and places, foreman and department, the contract provision(s) alleged to have been violated, the relief requested and shall be signed by the employee. The employee's supervisor shall give his answer within five (5) calendar days after receipt of the grievance.

Step 3 - If the grievance is denied or if no answer is received within the time limits set forth above, the employee may submit the written grievance to the Director of Public Works. The grievance shall be so filed within five (5) calendar days of the denial of the grievance at Step 2, or the date on which a response was due whichever is earlier. The Director of Public Works shall give his answer within seven (7) calendar days after receipt of the grievance.

Step 4 - If the grievance is denied or if no answer is received within the time limits set forth above, the employee may submit the written grievance to the Town Administrator. The grievance shall be so filed within five (5) calendar days of the denial of the grievance at Step 3 or the date on which a response was due, whichever is earlier. The Town Administrator shall give an answer within thirty (30) calendar days of the receipt of the grievance.

Step 5 - If the grievance is denied or if no answer is received within the time limits set forth above, the Union may submit the written grievance to arbitration with the American Arbitration Association. The demand for arbitration shall be filed within thirty (30) calendar days or the date on which a response was due whichever is earlier. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement. The arbitrator shall have no authority to award any retroactive monies beyond the date on which the grievance was first filed at Step 1.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator's decision shall be based on the evidence submitted by the parties which decision shall be consistent with the provisions of this Agreement. Expenses of the arbitration, other than the cost of any stenographic record, including required traveling and other expenses of the arbitrator and AAA representative, shall be borne equally by the parties.

#### **Section 4.**

The above time limits and specifications for initiating and pursuing a grievance must be followed. The time limitations may be extended only by mutual agreement of the parties in writing. If both parties agree in writing, grievances may be instituted at a step other than Step 1.

The failure to respond at any step within the specified time limits shall permit the aggrieved party or parties to proceed to the next step.

### **ARTICLE VII - SENIORITY, PROMOTIONS, LAYOFF AND RECALL**

#### **Section 1. Seniority**

Seniority means length of continuous employment by the Town in a position covered by this Agreement. An employee will acquire seniority after completing a one hundred eight (180) day probationary period of continuous employment with monthly reports by his supervisor and his seniority shall then date from the beginning of his employment. An employee transferred to a position outside the bargaining unit will retain his seniority but will not accumulate additional seniority during the period that he occupies a position outside the unit.

Effective July 1, 2004, for purposes of seniority in the consolidated Division of Highway and Sanitation, which includes the former Highway Division, Sanitation Division and Recycling Division, all employees shall retain their seniority as detailed in the Seniority List attached as Schedule E.

Promotions within the former Highway Division, Sanitation Division and Recycling Division shall use as their seniority dates those set forth in Schedule E. Promotions within each said former division will be opened first to members of the former division where the vacancy occurs. Thereafter, promotions within each former division may be opened first to other members of the consolidated Division of Highway and Sanitation and subsequently to other members of the Department as provided for in Section 2, Subsection (c) of this Article.

Employees hired after July 1, 2004 shall have their seniority credited to the consolidated Division of Highway and Sanitation. Said employees shall be considered members of the Division of Highway

and Sanitation and shall have the same rights to promotion as any employee of the Division as detailed in the immediately preceding paragraph and in Section 2, Subsection (c) of this Article.

**Section 2. Promotions**

If a new classification covered by this Agreement is created or if a vacancy occurs in a regularly assigned position (which position or classification will be of more than thirty (30) days duration) and if the Town intends to fill such vacancies, such vacancies shall be posted for five (5) working days within ten (10) working days after the vacancy occurs or the new classification is created. Appointments shall be made within thirty (30) working days after posting. A determination of qualifications shall be arrived at based upon education, training, experience, past performance including attendance and seniority.

In addition to said posting, a notice shall be sent to all Departments making known such vacancies to Department Heads and Local 1116, Laborers personnel working within such Departments.

The appointment, if the position is to be filled by the Town, shall be made in accordance with the following procedures:

- a) Preference shall be given to applicants from within the Department or Division of Public Works (Administration, Water, Sewer, Equipment Maintenance, Land Facilities & Natural Resources, Engineering, and Highway and Sanitation) as well as within former divisions within the Department (Highway, Sanitation and Recycling) where the vacancy occurs, in accordance with their divisional seniority, subject to their qualifications for the position as described in paragraph 1 and other provisions of this Agreement related to the consolidation of the Highway, Sanitation and Recycling Divisions, including Section 1 of this Article.
- b) For the purpose of this Section, divisional seniority shall mean the length of service in any one of the following departments or former divisions:
  - (1) Highway, (2) Water/Sewer, (3) Administration, (4) Engineering, (5) Equipment Maintenance, (6) Land Facilities & Natural Resources, (7) Sanitation (8) Recycling and (9) Highway and Sanitation.
- c) If there are no qualified applicants from the division where the vacancy exists, applicants from other divisions shall be given preference in accordance with their overall seniority (length of total municipal service), subject to their qualifications for the position as described in paragraph 1.
- d) If there are no qualified applicants from the bargaining unit, the position may be filled by any other town employee or by new employees.
- e) Where in the judgment of the Director, an employee's illness or physical condition prevents him from properly performing his present duties, and if in the judgment of the Director the employee is capable of performing a lower rated job, and where said employee has been employed by the Town of Natick Department of Public Works for at least five (5) years, he may be allowed to bid for a lower rated position if he qualifies as set out herein and if such position is more suitable to his physical condition. Any employee who elects to accept a lower rated position, after qualifying for such position, as herein set forth, will receive the pay of the lower rated position. However, he will be placed on the equivalent step pay scale of such lower rated position.
- f) For the purpose of this Section, qualified for the position, shall mean having sufficient experience or training so as to be able to perform the duties of the position after the probationary period of not more than ninety (90) days with supervisor's semi-monthly reports.

Management shall make the determination of whether or not an employee is sufficiently qualified after the ninety (90) day probationary period and such determination shall be subject to the grievance and arbitration provision contained herein only if such determination was arbitrary and capricious.

### **Section 3. Transfers**

As openings within any particular division of the Public Works Department occur, a member of the Union permanently assigned to that division in which the opening occurs will be permitted to apply for and move laterally into that opening, provided he is able, in the opinion of the Director of Public Works and Town Administrator to perform the duties required. Members of the Union are not permitted to move laterally between divisions of the Department of Public Works unless both of the following conditions are met:

- A. There are no qualified candidates for the vacancy within the Division who are experienced in the vacancy.
- B. The Director of Public Works and the Town Administrator agree with the lateral transfer.
- C. New hires will not be eligible to transfer to another division for one year from the date of permanent appointment.
- D. Employees who transfer into a new division will not be eligible to transfer to another division for one year from the date of transfer.

### **Section 4. Determination of Qualifications**

New hires will not be eligible to transfer to another division for one year from the date of permanent appointment. Employees who transfer into a new division will not be eligible to transfer to another division for one year from the date of the transfer. Both parties recognize management's prerogative to make the sole and final determination as to whether an employee is qualified for a position and to select any applicant who in management's sole discretion, it determines to be most qualified for any position to be filled. Only where management has determined that two applicants are equally qualified will preference be given for seniority.

### **Section 5. Reduction in Force**

#### **Sub-Section 1.**

In the event of a layoff, the Town will give the Union at least thirty (30) days notice that layoffs will commence. Any employee subject to being laid off will receive at least thirty (30) days notice unless extraordinary circumstances necessitate a shorter period of time, but not less than two (2) weeks.

#### **Sub-Section 2.**

The Town will provide the Union with a list of classifications from which these layoffs will occur. The number of positions from each classification and Divisions where these layoffs will occur will be at the discretion of the Town. Employees will be allowed by seniority to bump into lower paid classifications within same Division for which positions they are qualified.

#### **Sub-Section 3.**

Probationary and provisional employees will be laid off before any non-probationary employee.

#### **Sub-Section 4.**

Any permanent employee will remain on a recall list for a period of two (2) years from the date of layoff. Employees will be recalled in order of their seniority within the classification and division of the position to be refilled. The Town may require a physical at the Town's expense to determine if an employee is capable of the duties of the position. Notice of recall will be sent to the employees last known address. Employees shall be responsible for keeping the Town informed as to their current address and telephone number. An employee notified shall have ten (10) working days of

notice to notify the Town of his/her availability and must return to work within two (2) calendar weeks of his/her recall.

Sub-Section 5

The employer retains the exclusive right to determine what departments, divisions, and job classifications are to exist, whether to layoff employees, to determine the existence or non-existence of a vacancy, and whether any vacancy will be filled. In the event the employer in its exclusive discretion determines there is to be a reduction in the number of employees in any job classification or to abolish any job classification, the following procedure shall be employed.

The employer shall consider the following factors in determining which employees in a classification shall be laid off:

- a) Relative qualifications including ability and skills, professional or vocational education and/or training, proven performance, relevant experience, past record, including prior evaluations, if any.
- b) Needs of the department.

When the foregoing factors are in the judgment of the Employer substantially equal for two or more employees, seniority shall govern within the division.

In any case, if the Town decides to implement a "Reduction in Force" plan which involves elimination of any of the positions covered by this Agreement, the individual member of this unit so affected will be provided the opportunity to apply for retirement if the employee so qualifies.

Any employee extended beyond the mandated retirement age, will, by practice, be subject to reduction in force outside the procedures described above.

Reduction-In-Force Study Committee

While not part of the Collective Bargaining Agreement, the parties agree to establish a Reduction-In-Force Study Committee which shall be comprised of two (2) Town-appointees and two (2) union-appointees. The Committee shall exist for one year, from July 1, 2004 to June 30, 2005 and may be extended for one additional year upon joint agreement of the Parties to this Agreement. The purpose of the Committee will be to determine what, if any, changes it wishes to recommend be discussed during future negotiations.

**ARTICLE VIII - SALARIES/COMPENSATION**

**Section 1.**

The pay plan shall be in accordance with the attached Schedule A, Schedule B, Schedule C and Schedule D, Classification and Salary Schedules and shall cover the entire period July 1, 2012 to June 30, 2015. (See attached pay schedule)

In the event of a vacancy in a supervisory position (due to retirement, resignation or otherwise) the General Foreman, if any, shall receive a stipend of \$20/day (effective April 1, 2011).

Bi-Weekly pay shall be implemented effective April 1, 2011. The Town will provide a "bridge" (at employee's option). Any employee who so chooses will receive an "advance" from the Town of \$450.00 to be included in the last weekly paycheck; this advance will be reimbursed by the employee to the Town through payroll deductions of \$34.61 over the next 13 pay periods.

Mandatory direct deposit shall be implemented effective April 1, 2011.

There shall be a General Foreman in each of the following Divisions for a total of (5) five: Highway, Water/Sewer, Equipment Maintenance, Sanitation, Recycling and LFNR. The Public Works Director shall have the sole discretion whether and when to fill the Working Foreman position in the Equipment Maintenance Division when the position is vacated.

**Section 2. Differential Pay**

Differential pay shall be standardized at the following levels (effective April 1, 2011). (Rolled into pay scale).

General Foreman	\$0.75/hour
Working Foreman	\$0.70/hour
Heavy Equipment Operator	\$0.50/hour
Craftsman	\$0.50/hour
Lead mechanic	\$0.65/hour

**Section 3. Temporary Service in Higher Classification**

Employees who are assigned for four (4) or more hours in a day to perform temporary service in a higher classification shall receive additional compensation or such day rate computed in accordance with Section 3 of this Article, entitled "After Promotion".

**Section 4. Rate after Promotion**

An employee who is permanently promoted to a higher classification will be compensated at whichever of the following rates is higher:

- a) The lowest step specified closest to (b);
- b) The step which is not less than twenty (\$20.00) dollars higher than the employee's rate in the classification from which he was promoted, but not higher than the maximum rate of the new classification.

**Section 5. Overtime**

The parties agree to consider changes to Paragraph 3 of this section relative to "recovery time" separate from these negotiations.

Employees shall work all hours when required by the Department unless excused for good cause.

Employees shall receive time and one-half their straight time hourly rate when required to work (1) after the end of the regular work day and before 12:00 midnight; (2) for all hours worked in excess of eight (8) hours in one day; (3) for all hours worked in excess of forty (40) hours in any work week. Employees, including call men, shall receive double their straight time hourly rate when required to work between 12:00 midnight and starting time and on holidays as designated in this agreement.

Employees who fail to work when required shall be subject to discipline, including suspension without pay, for at least one (1) day, unless such failure was for good cause in the judgment of the Director.

Good and sufficient cause shall include illness, death in the family, etc. The question of whether or not an employee had good and sufficient cause for not reporting to work, when required, will be subject to the grievance-arbitration provisions of this Agreement.

### **Section 6. Call Back**

An employee not "on call" who is called into work outside of his regular hours, shall be paid at the rate of time and one-half of his regular rate for all such hours worked, between the end of the regular work day and 12:00 midnight, and at the rate of double time between 12:00 midnight and the beginning of the next regularly scheduled work day or 7:30 a.m. of the following day whichever occurs first, and shall be guaranteed three hours pay at said rate.

Any employee called in more than one hour before the start of the work day shall be entitled to three hours pay. Work continuing and scheduled immediately at the end of the work day shall be considered as an extension of the work day and not subject to the three hour minimum, except in the case where they are Non-Town related projects or work operations.

### **Section 7. Stand By**

All employees in the water and sewer divisions are required to be on "stand by" according to a schedule arranged by the Director or Divisional Supervisor. Such schedule shall be in six (6) month intervals and notice shall be posted no later than one (1) month prior to the beginning date of such schedules, showing the schedule stand-by employees are required to perform. Employees shall be compensated as follows:

The stand-by shift shall be 12:00 P.M. Friday, to the following Friday at 12:00 P.M. Call men shall be paid \$250.00 per week for the above shift effective July 1, 2011. In the event the Town chooses to utilize a two call man system, the first man would receive \$120.00 and the second man \$80.00. Any hours actually worked while on stand-by shall be paid at time and one-half or double time the employee's regular rate of pay whichever applies and the employee shall be guaranteed one hour's pay at said rate, provided he punches his time card so as to show the actual hours worked and further provided that said work does not occur between the hours of 12 midnight and 7:30 A.M., in which case said hours will be paid at the rate of double time. Time worked while on stand-by shall not be computed as regular hours worked for the purpose of overtime.

When a holiday as designated in this Agreement occurs during an employee's stand-by week, he shall be entitled to a compensatory day off providing the requirements of the Department allow and permit his absence.

In addition call persons whose tour of duty falls on Friday holidays and terminate at 12 noon shall have compensatory days off; while other call men whose tour of duty falls on Friday and starts at 12 noon will have a full day compensatory time off for Veteran's Day, Christmas, New Year's, and 4th of July.

If the Board of Selectmen grants an additional half-day holiday the day before Christmas, a member of the Water Department who is scheduled for the hours designated as the half-day holiday, shall receive \$50.00 additional call time compensation in lieu of the half-day off.

### **Section 8. Sewer Station Attendants**

- a). Each employee assigned to sewer station special detail (other than a regular work day) shall receive compensation at the rate of time and one-half of his regular rate for all such hours worked on Saturday and Sunday between 7:30 A.M. and 4:00 P.M., and at double his regular rate for all such hours worked on holidays, and further that said work does not occur between the hours of 12 midnight and 7:30 A.M., in which case said hours will be paid at the rate of double time.
- b). The assignment of personnel to sewer station duty shall be according to a schedule arranged by the Director or Division Supervisor, and those employees scheduled shall be required to perform.

c). Any employee who performs this duty on any holiday specified in Article XII, Section 2, of this Agreement shall be entitled to a compensatory day off, with pay, at his choosing, providing the requirements of the Department allow and permit his absence.

d). Each employee assigned to Sewer Station Special Detail shall be paid a minimum of "four (4) hours" for each such day of duty provided that the employee shall punch in and punch out on the time clock provided by the Town. Such pay shall be at time and one-half on Saturday and Sunday, and at double the regular rate for all such hours worked on holidays.

**Section 9. Longevity**

10 years employment on or after July 1	\$300
15 years employment on or after July 1	\$500
20 years employment on or after July 1	\$700
25 years employment on or after July 1	\$900
30 years employment on or after July 1	\$1100

**Section 10:** Any General Foreman who fills in for a Supervisor on a permanent basis such as due to retirement or resignation shall receive \$20.00 (twenty dollars) per day and any General Foreman who fills in on a temporary basis for vacation, or illness shall receive \$40.00 (forty dollars) per day.

**Section 11.**

Employment classification to be added to the Collective Bargaining Agreement for temporary, probationary and part time employees shall be as follows:

1. Probationary employee - 1st 180 days
2. Permanent full time
3. Permanent Part time
4. Casual or Seasonal
5. Temporary Employee - 60 day emergency appointment (placed in the lowest classification in the effected division)

**Section 12. LIUNA Pension Fund**

The Town of Natick shall contribute the following sums per hour into the LIUNA National (Industrial) Pension Fund for each employee.

July 1, 2000:	additional 9 cents/hour for a total of 15 cents/hour
July 1, 2001:	additional 10 cents/hour for a total of 25 cents/hour
July 1, 2002:	additional 10 cents/hour for a total of 35 cents/hour
Jan. 1, 2004:	additional 10 cents/hour for a total of 45 cents/hour
July 1, 2006:	additional 10 cents/hour for a total of 55 cents/hour
June 30, 2007:	additional 10 cents/hour for a total of 65 cents/hour.
July 1, 2009:	additional 6 cents/hour for a total of 71 cents/hour

The Town of Natick's participation in this pension fund shall be subject to the enactment of a mutually agreeable participation agreement between the Town of Natick and the Local Laborers' Union 1116. Said agreement shall indemnify the Town of Natick and shall be severable without bargaining if the Town's contribution to said fund is found to violate any federal or state law.

**Section 13. Driver Differential**

Any person who works as a "driver" of a sanitation truck shall receive a stipend of \$0.65 per hour for each hour worked as a "driver".

Any person who was a “driver” of a sanitation truck for at least twenty-six full weeks in the prior calendar year shall have his/her vacation pay for the following year adjusted so that it includes the “driver differential”.

### **ARTICLE IX - INSURANCE**

Each employee shall be covered by a term life insurance policy in the amount of \$5,000.00 by Town Meeting Approval. The net premium of said policy shall be shared equally between the Town and the employee.

Group Health Insurance will be made available to bargaining unit employees on the same basis as to the other town employees based upon the determination of the Board of Selectmen. All new enrollees after July 1, 2012 will be at 75/25 for both Family and Individual plans.

Current employees will see increases in contribution rates as listed below:

FY 13 – No Change

FY 14 – Family moves from 80/20 to 77.5/22.5. Individual moves from 90/10 to 82.5/17.5

FY 15 – Family and Individual move to 75/25

The parties agree that Safety Nets will be extended for the life of the contract.

The Town shall provide 100% employee pay all disability and dental plans to employees of this unit on a voluntary basis.

### **ARTICLE X - BEREAVEMENT**

In the event of death of a member of an employee's immediate family (as defined below), the employee will be permitted to be absent without loss of pay based at the employee's straight time hourly rate of pay, as follows:

For the employee's parents, children, sibling, spouse, or co-habiting significant other - (5) five days.

For the employee's grandparents, grandchildren, aunts, uncles, parents-in-law, and siblings in-law (3) three days.

### **ARTICLE XI - SICK LEAVE**

#### **Section 1.**

Regular full-time employees hired before July 1, 1996, will accrue sick leave at the rate of one and one-quarter (1 1/4) days for each month of service, not to exceed fifteen (15) days in any year. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit and not used in the current year, may be accumulated for use in a subsequent year up to a maximum of two hundred and twenty-four (224) days. New employees hired on or after July 1, 1987 shall have a maximum accumulation of 180 days (subject to be increased if other town contracts are higher).

Regular full-time employees hired after July 1, 1996, will accrue sick leave at the rate of one (1) day per month for each month of service, not exceed 12 days in any year. Employees hired after July 1, 1996 shall accumulate sick leave days to a maximum of one-hundred twenty (120) days.

**Section 2.**

Employees who are on workers' compensation may, upon request, charge the difference between their compensation payments and their regular weekly salary against accumulated sick leave. If a question exists as to whether an employee is entitled to compensation under the Workers' Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits. As a condition for said benefits, the employee shall enter into a written agreement with the Town, wherein he agrees to reimburse the Town for such payments in the event he receives worker's compensation benefits for said period.

A new employee may borrow against sick leave to be earned in the future to supplement workers' compensation payments, but this can only occur within the first two years of employment with the Town. This amounts to a mass of eighteen (18) days which could be used by a new employee.

Any employee injured on the job shall not lose any of the privileges and/or benefits to which he is entitled. This includes sick leave accumulations, vacation time, all holidays, personal and any other days he may have been entitled to in addition to job seniority.

**Section 3. Personal Day**

All Town employees covered by this Agreement shall be entitled to one personal day for every six (6) months in which no sick leave is taken (not to be deducted from sick leave). There shall be four personal days granted to each member of the unit in addition to those earned above. Personal days earned on sick leave incentive may be carried over, but must be used by December 31.

**Section 4.**

Request for sick leave shall be subject to the approval of the Division Supervisor, provided that the denial of paid sick leave shall be subject to the grievance and arbitration provisions of this Agreement. The Town may require evidence of the necessity for such absence in the form of a physician's certificate or other evidence satisfactory to the Division Supervisor, as a condition precedent to the approval of such request. Denial of sick leave may be appealed to the Director by the employee. If the Town requires a physician's certificate as set out above, the Town will pay the full cost of obtaining the certificate. Sick leave may not be used until after three months of continuous employment.

**Section 5.**

Sick leave shall be considered as time worked in the computation of weekly overtime, providing that the employee involved works at least one full day during his usual work week.

**Section 6.**

Sick leave is an insurance policy and is not a right. Abuse of sick leave will not be tolerated.

**Section 7. Sick Leave Buy Back**

Those employees who plan to retire within the duration of this agreement will be allowed to elect within (10) ten days after the 2012 Fall Annual Town Meeting has dissolved in writing to the Director of Personnel, the option of being grandfathered under the Sick leave Buy Back program, or receiving the longevity payments cited in Article VIII, Section 9. Members who elect to be grandfathered under the Sick Leave Buy Back Program will receive longevity payments as stipulated in prior Collective Bargaining Agreements.

**Section 8.**

There shall be a sick leave bank for employees of the unit to be administered by a "Sick Leave Bank Committee". The Committee is to be comprised of four members, two members to be designated by the Union, two members by the Town Administrator. Each employee in the bargaining unit shall

contribute two sick leave days to the bank effective upon the execution of this contract. Also each employee may donate an additional ten (10) days maximum for the purpose of buy back days to the bank effective upon the execution of the contract. The "Sick Leave Bank Committee" shall determine the policies, procedures, eligibility and operations of the Bank and shall be the final authority in this matter.

This Bank may contain on a voluntary basis members of the "Local 1116, Clerical Unit".

## **ARTICLE XII - ADMINISTRATIVE LEAVE**

Administrative Leave may be granted by the Town Administrator without loss of pay for the following:

- A. Paternity Leave - up to (5) five days (to be deducted from sick leave).
- B. Maternity Leave - Maternity Leave may be granted up to twelve (12) weeks unpaid leave, provided that the request for such leave is in writing to the Department Head with sufficient notice for proper planning and pursuant to Chapter 149, Section 105D of the Massachusetts General Laws. In effect this means that if an employee has any accumulated sick leave, she may use it subject to the provisions of standard sick leave policy of the Town as contained in this Agreement.
- C. Illness of Immediate Family - up to five days (to be deducted from sick leave). A department head may extend such period in unusual circumstances. The denial of such extension may be appealed to the Town Administrator.
- D. Leave of Absence - Absence for a period of one year at no pay at the discretion of the Town Administrator. Said leave to be conditioned upon availability of an opening within the one-year leave or desired date for return.

## **ARTICLE XIII - HOLIDAYS**

### **Section 1.**

Regular full-time employees, except probationary employees, will be granted the following holidays, with pay, provided the employee has worked on his last day prior to the holiday and his first scheduled day after the holiday, unless a leave of absence shall have been granted for either of such days.

NEW YEAR'S DAY	INDEPENDENCE DAY
MARTIN LUTHER KING DAY	LABOR DAY
PRESIDENTS' BIRTHDAY	COLUMBUS DAY
PATRIOT'S' DAY	VETERANS' DAY
MEMORIAL DAY	THANKSGIVING DAY
CHRISTMAS DAY	

Holiday shall be the day designated by the State Legislature as the day off from the regular work schedule.

### **Section 2.**

Whenever an employee works on any of the holidays enumerated above, he shall be paid at the rate of double his regular rate for the hours worked, and in addition shall receive eight (8) hours pay at his regular rate. Whenever any of the holidays listed above falls on an employee's day off or during his vacation, he will receive a compensatory day off in lieu of said holiday. Said compensatory day off shall be taken prior to the end of the fiscal year in which it is earned subject to the determination of the head of the Department.

**Section 3.**

Whenever said holidays falls during the scheduled work week, any unworked hours on said holiday shall be considered as hours actually worked for purposes of overtime computation.

**Section 4.**

If the Selectmen of the Town grant the half-day before Christmas as a paid half-day holiday to any of the Town's employees, it is agreed that the half-day before Christmas will be granted as a half-day paid holiday to the eligible employees covered herein.

**ARTICLE XIV - VACATIONS**

**Section 1.**

- a) A regular full-time employee during the first year of employment with the Town earns no vacation time during the first two months of employment and earns one day per month starting with the third month of employment. No vacation time shall be taken until six (6) months of employment with the Town.
- b) A regular employee who has completed one (1) but less than five (5) years continuous service in employment covered by this Agreement shall be entitled to two (2) weeks vacation with pay providing said employee has actually worked thirty (30) weeks in the aggregate during the twelve months preceding such anniversary date of employment.
- c) A regular employee who has completed five (5) but less than ten (10) years continuous service in employment covered by this Agreement shall be entitled to three (3) weeks vacation with pay providing said employee has actually worked thirty (30) weeks in the aggregate during the twelve (12) months preceding such anniversary date of employment.
- d) A regular employee who has completed ten (10) or more year's continuous service in employment covered by this Agreement shall be entitled to four (4) weeks vacation with pay providing said employee has actually worked thirty (30) weeks in the aggregate during the twelve (12) months preceding such anniversary date of employment.
- e) A regular full-time employee who has completed twenty (20) or more year's continuous service in employment covered by this Agreement shall be entitled to five (5) weeks vacation with pay providing said employee has actually worked thirty (30) weeks in the aggregate during the twelve (12) months preceding such anniversary date of employment.
- f) No vacation is to be cumulative beyond the calendar year in which it is allowed unless all of the following situations are met:
  1. No more than one week may be carried over;
  2. Both the employee and the department head must agree.
- g) Subject to the operating requirements of the Department, an employee shall have his choice of vacation time according to seniority.
- h) An employee may use 1/2 day vacation to a maximum of 5 full days.
- i) Vacations will be based upon the length of service as of July 1st of each year.

**Section 2.**

Any regular employee whose employment is terminated during a year by dismissal without just cause, or by resignation, retirement or death without having taken the vacation to which he is entitled, he, or in the case of death, his estate, shall be paid in lieu of such vacation an amount equal to one full day's pay at his regular rate of each such day of unused vacation.

Any employee who resigns shall give the Town at least two weeks notice and failing to do so, shall not be eligible to receive his terminal vacation pay as provided herein.

**ARTICLE XV - MISCELLANEOUS**

**Section 1. Protective Clothing**

The Town will continue to provide the standard uniform rental service to the Equipment Maintenance Division except five-day service. All other employees covered by this Agreement, shall receive an annual clothing allowance of: \$350.00

The employee will be required to purchase all clothing called for, including the required safety shoes. The Town will provide one winter jacket with removal liner to Sanitation, Landfill and Equipment Maintenance Divisions, once every two years. Employees will be responsible for care and maintenance of jackets. Jackets to be cleaned as needed with approval of Supervisor.

a) Clothing allowance shall only be used towards purchase of the following items, to be worn by the employee only during hours of employment by the Town:

- |              |                   |
|--------------|-------------------|
| Work pants   | Work shoes-boots  |
| Work shirts  | Thermal vests     |
| Work hats    | Thermal underwear |
| Work jackets |                   |

b) Any purchase of work clothes or shoes (boots) in excess of the annual clothing allowance shall be the sole responsibility of the employee.

c) If the employee fails to report to work in proper clothing including footgear as determined by the Director of Public Works, he/she may be disciplined and/or sent home at the option of the employer.

d) Each new employee, except those excluded in the first paragraph above shall, after his probationary period, be credited with an amount of clothing allowance equal to the ratio of his time of service in months (rounded to the nearest month) until June 30, to twelve, multiplied by the then applicable clothing allowance.

e) The Town will continue its present policy of providing and issuing foul-weather gear and work gloves, including lined gloves for certain employees of the Land Facilities & Natural Resources Division Unit, and will also provide overshoe rubber boots when required. The Town shall provide for the use by the members of the union an adequate supply of fluorescent or equal foul-weather gear, including overshoes of waterproof material in various shoe sizes.

f) Employees of the Equipment Maintenance Division receive seven (7) uniforms per week plus one (1) jacket annually.

g) Mechanics shall receive a \$100 annual boot allowance.

**Section 2. Bulletin Boards**

The Town shall provide bulletin boards in conspicuous places to be used solely for the posting of Union notices, rules and regulations appearing over the signature of either the President and/or the Secretary of the Union. No such notice, except meeting notices, shall be posted unless it has been approved for posting by the signature of the Director of Public Works, which approval shall not be unreasonably withheld.

**Section 3. Jury Duty Pay**

Any regular employee required to serve on a jury shall, upon application, be paid the difference between his pay as a juror and his regular weekly compensation for forty (40) hours of work performed for the Town, providing he presents official certification of such services.

**Section 4. Laborers' Conference**

Employees covered by this bargaining unit will be permitted to attend Laborers' International Constitutional Convention if they are duly elected as a delegate once every five years. Such attendance at the Convention shall not result in loss of pay or vacation time for the elected delegate.

**Section 5. Classification and Licenses**

The Town will pay the fee for any special license required by the job. In addition, the office of the Town Administrator shall conduct a classification review for all positions in the existing contract. This classification study shall be subject to further negotiations with representatives of the Union.

All employees of the Department shall be required to hold a "Commercial Drivers License". The cost of licensing and renewals to be paid by the Town as per Memorandum of Agreement.

Employees in the engineering and building maintenance divisions shall not be required to possess an active Commercial Drivers License (CDL). If an employee of the engineering or building maintenance divisions bids for another position within the department, the employee must have a CDL, unless the DPW Director grants a 6 months waiver. The DPW Director may also grant a 6 month waiver of the CDL requirement to new employees of the department.

(A) Drinking Water Supply Facilities: Any employee in the Water and Sewer Division who obtains a special license for drinking water supply facilities from the Commonwealth shall receive a yearly stipend in the amount of one hundred fifty (\$150) dollars for each grade level and specialty within each grade level obtained. For example, an employee who obtains a Grade IV D (Distribution) shall receive \$600 yearly, while an employee who obtains a Grade IV D (Distribution) and Grade IV T (Treatment) shall receive \$1,200 yearly. Employees entitled to such yearly stipends must maintain and keep current said licenses.

(B) Backflow Prevention Device Inspection License: Any employee in the Water and Sewer Division who obtains a special license from the Commonwealth for inspecting and testing backflow prevention devices shall receive a yearly stipend of one hundred fifty dollars (\$150.00). Employees entitled to such yearly stipends must maintain and keep current said licenses.

<u>Class</u>	<u>Each Grade</u>	<u>Yearly Stipend</u>
Class I D	\$150	\$150
Class I T	\$150	\$150
Class II D	\$150	\$300
Class II T	\$150	\$300
Class III D	\$150	\$450
Class III T	\$150	\$450
Class IV D	\$150	\$600
Class IV T	\$150	\$600
Backflow	\$150	\$150

(c) Mass. Hydraulic License: Any employee in the Department of Public Works receiving a Mass Hydraulic License will be reimbursed the cost of the license. Employees entitled to yearly stipends must maintain and keep current said licenses.

### **Section 6. Local Blood Banks**

Regular employees wishing and who are physically able to donate blood to local blood banks shall be allowed four (4) hours off from employment four times in each calendar year to do so. Employees must provide official certification of attendance at a local blood bank.

### **Section 7. Successor Clause**

The Town agrees that it will encourage any contractor who replaces a town department or part thereof to employ employees who may be displaced by the outside contractual agreements.

### **Section 8. Special Work Services**

In the event Public Works personnel are required to perform special work services such as street lining, watering, sweeping between the hours of 12:00 A.M. through 7:30 A.M. - such personnel shall receive compensatory time off at the rate of two times their actual hours worked. This compensatory time shall be at the choice of the employee. This provision shall not apply to hours of work provided for in Article XIII, Section 2.

### **Section 9. Educational Program for Union Members**

The Town will provide an "Education Fund" for the purpose of members of the unit to attend programs of suitable educational benefit. The fund of \$400 annually to be administered by the union based upon a written set of guidelines and procedures to be provided to the town prior to annual funding.

### **Section 10. Alcohol-Drug Use Provisions**

It will be the joint policy of the Town and Union to provide help and assistance to any and all employees suffering from addiction to Alcohol or Drugs in conjunction with existing policies for discipline related to job-related occurrences or instances of alcohol or drug abuse by the establishment of an Employee Assistance Program. The Town and the Union agreed to implement the provisions of the Omnibus Transportation Act of 1991.

### **Section 11. Tool Allowance**

- a) Employees of the Equipment Maintenance Division will receive three hundred and fifty dollars (\$350.00) per year tool allowance.
- b) Meter reader classification will be transferred to the Administration Division with grandfather rights in regards to current bargaining agreement.
- c) New employees hired after July 1, 1987 must reside within a 10 mile radius of Natick Department of Public Works location.
- d) All Occupational Injury Reports must be written to individual supervisors.
- e) The Union and management agree to two (2) side agreements namely Night Shift and Reorganization.

### **Section 12. Station Equipment Operator**

Station Equipment Operation position to be filled on a full-time basis. During the period of April - October, the Stationary Equipment Operator shall be compensated at level 12 Working Foreman when the plant is in operation.

### **Section 13. Hepatitis Vaccination**

The Town of Natick shall make available Hepatitis vaccinations to each employee.

**Section 14. Consolidation**

The Union hereby agrees that as of July 1, 2004, the Divisions of Highway, Sanitation and Recycling are consolidated into a single Division of Highway and Sanitation.

**Section 15. Wage Re-Opener**

The Town agrees to conduct a wage study prior to the expiration of this contract.

Toward this end it is agreed that the Collective Bargaining Agreement can be re-opened for discussions and negotiations pertaining to employee health care contribution rates, if the Town is successful in including this “re-opener” provision in each town-side union contract.

**ARTICLE XVI - CHANGES AND AMENDMENTS**

It is hereby agreed that his Agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement except by the mutual consent in writing of the parties hereto.

**ARTICLE XVII - SEVERABILITY**

Should any final decision of any court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

**ARTICLE XIX - SCOPE OF AGREEMENT**

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations.

The Union agrees to take the following issue up with the Safety and Efficiency Committee before the expiration of this contract: Management wants to allow part-time employees to facilitate reopening recycling center on Thursdays and Fridays and would consider adding the day after Thanksgiving as a holiday if the union agrees to be flexible to allowing Saturday trash collection routes.

The Union acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of Collective Bargaining and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities.

**ARTICLE XX - DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect from July 1, 2012 to June 30, 2015.

This Agreement is subject to funding by Town Meeting.

TOWN OF NATICK

Massachusetts Laborers’ District Council on  
Behalf of Public Employees Local 1116 Laborers’  
International Union of North America, AFL-CIO

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